

10-08-2002

Form PTO-1594

RE

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



102243240

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genmar IP LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other DE LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 9/30/02

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT Zip: 06927-5100

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____
 See Continuation of Item 4 attached hereto.

B. Trademark Registration No.(s) See Continuation
 of Item 4 attached hereto.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

63

7. Total fee (37 CFR 3.41) \$ 1590.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

10/7/02

Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

10/08/2002 DBYRNE 00000168 1471376

01 FC:481
02 FC:48240.00 DP
1550.00 DPTRADEMARK
REEL: 002595 FRAME: 0733

CONTINUATION OF ITEM 4**REG. NO.**

1471376
1378030
1380317
1633952
2225593
1006889
1767392
1393959
698900
1603634
1988750
1497623
2375474
1406665
2381562
2383464
1793585
1021025
1923551
1796949
1796950
2393601
1413276
1660731
1800075
1860354
2402221
1565804
2404371
2404361
2404366
1418663
1468967
1468966
1261657
1470599

CONTINUATION OF ITEM 4

APP. NO.

78/155019
78/150381
78/150386
78/150385
78/150378
78/159280
78/159295
78/159291
75/837501
75/833338
75/833339
76/356518
76/356532
76/356537
76/384641
76/384643
76/384642
76/384644
76/388396
76/388395
76/388394
76/413359
76/413001
78/147308
78/143298
78/148996
78/148994

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30 2002, by GENMAR IP LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CORPORATION, a Delaware Corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;


- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

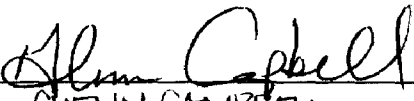
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GENMAR IP LLC

By: 
Name: MARK PETERS
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: GLENN CAMPBELL
Title: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
FOUR WAVES DESIGN WITH BORDER	1471376	01/05/1988
CHAMPION	1378030	01/14/1986
ROUGHNECK	1380317	01/28/1986
FISHING MACHINE	1633952	02/05/1991
WE TAKE THE WORLD BOATING	2225593	02/23/1999
SEA NYMPH	1006889	03/18/1975
STABLE-VEE	1767392	04/27/1993
STRATOS	1393959	05/20/1986
SEASWIRL	698900	06/07/1960
LOWE	1603634	06/26/1990
SPORT DECK	1988750	07/23/1996
JAVELIN	1497623	07/26/1988
STRIPER AND DESIGN	2375474	08/08/2000
EUROSPORT	1406665	08/26/1986
VISTA	2381562	08/29/2000
VERSAILLES	2383464	09/05/2000
SPYDER	1793585	09/21/1993
TOPAZ	1021025	09/23/1975
GRUMMAN & DESIGN	1923551	10/03/1995
TAHITI	1796949	10/05/1993
TRINIDAD	1796950	10/05/1993
VENOM	2393601	10/10/2000
CONTINENTAL	1413276	10/14/1986
SUNCRUISER	1660731	10/15/1991
JAMAICA	1800075	10/19/1993
STINGER	1860354	10/25/1994
JAVELIN	2402221	11/07/2000
JAVELIN AND DESIGN	1565804	11/14/1989
SEAHORSE	2404371	11/14/2000
SEASWIRL	2404361	11/14/2000
LTS	2404366	11/14/2000
TOURNAMENT OF CHAMPIONS	1418663	11/25/1986

FOUR WINNS	1468967	12/15/1987
LIBERATOR	1468966	12/15/1987
HYDRA-SPORTS	1261657	12/20/1983
FOUR WAVES DESIGN W/O BORDER	1470599	12/29/1987

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
ASX	78/155019	8/16/2002
V-WING HULL	78/150381	8/2/2002
OMNI-CORE	78/150386	8/2/2002
AERO-TRAC	78/150385	8/2/2002
FREEDOM RIDE	78/150378	8/2/2002
OMNI-CORE (AND DESIGN)	78/159280	8/29/2002
V-WING HULL (AND DESIGN)	78/159295	8/29/2002
C FREEDOM RIDE (AND DESIGN)	78/159291	8/29/2002
FUNSHIP	75/837501	11/01/1999
SUNDOWNER	75/833338	10/27/1999
HORIZON	75/833339	10/27/1999
HOME TOWN BOAT SHOW	76/356518	01/07/2002
GREAT AMERICAN BOAT BUY	76/356532	01/07/2002
BOAT SALE USA	76/356537	01/07/2002
BOAT SALE USA AND DESIGN	76/384641	03/19/2002
ASK ME ABOUT BOAT SALE USA & DES.	76/384643	03/19/2002
BOAT SALE CANADA AND DESIGN	76/384642	03/19/2002
ASK ME ABOUT BOAT SALE CANADA	76/384644	03/19/2002
BOAT SALE CANADA	76/388396	03/27/2002
FACTORY BOAT SALE	76/388395	03/27/2002
TECHNOLOGY FOR CAREFREE BOATING	76/388394	03/27/2002
PRO-TRAC	76/413359	05/23/2002
PRO-TRAK	76/413001	05/29/2002
VEXUS	78/147308	07/25/2002
RAZOR	78/143298	07/12/2002
MARTINIQUE	78/148996	07/30/2002
MARTINIQUE	78/148994	07/30/2002

TRADEMARK LICENSE AGREEMENTS

License Agreement between OUTBOARD MARINE CORPORATION and FALCON INDUSTRIES, INC. dated April 16, 1991 (this agreement was assumed by Genmar as a part of the OMC bankruptcy).

Toy Boat License Agreement by and between NEW BRIGHT INDUSTRIAL CO., LTD. and GENMAR IP LLC dated June 27, 2002.

Trademark License Agreement by and between OUTBOARD MARINE CORPORTION and CANYON CLASSICS OFFSHORE YACHTS, INC. dated January 26, 1999 (this agreement was assumed by Genmar as a part of the OMC bankruptcy).

License Agreement by and among MORRIS BROS., INC. and GENMAR IP LLC dated June 11, 2002.

License Agreement by and among SULLIVAN GROUP and GENMAR IP LLC dated July 10, 2002.